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T&S Brass and Bronze Works, Inc. and)	
EnviroPure Systems, LLC,)	C.A. No. 6:16-cv-03687-MGL
)	
Plaintiffs,)	
v.)	Consent Judgment, Injunction, and
)	Final Order
James Slanina, Linda Basinger)	
individually and d/b/a Advantagreen,)	
Advantago, Inc., and Opus)	
Distribution, Inc.,)	
)	
Defendants.)	

Plaintiffs commenced this action on November 20, 2016. On May 4, 2017, this Court granted a Motion for Stay pending arbitration as to Defendant Basinger. On December 13, 2017, this Court lifted the arbitration stay. (Docket Entry 194). On June 9, 2017, Defendants Slanina, Advantago, Inc., and Opus Distribution, Inc. filed a Suggestion of Bankruptcy. (Docket Entry 187). On June 12, 2017, this Court issued a stay as to Defendants Slanina, Advantago, Inc., and Opus Distribution, Inc. (Docket Entry 189).

Defendant Slanina and Defendant Basinger (who voluntarily appeared in the Bankruptcy Action) agreed to nondischargeable judgments of Five Hundred Thousand Dollars (\$500,000). (Docket Entry 197-1 at pp. 8-41). The Bankruptcy Court adopted

the agreement and entered judgment against Defendants Slanina and Basinger. (Exh. A). The parties' Agreement reached in the Bankruptcy Action resolves all claims for monetary relief against Defendants Slanina and Basinger, but leaves open issues of injunctive relief.

Although monetary relief against Defendants Advantago, Inc. and Opus Distribution, Inc. is not addressed in the Agreement reached in the Bankruptcy Action, as they were never made parties to any Petition, Plaintiffs have agreed not to pursue any claims for additional monetary relief as to Advantago, Inc. or Opus Distribution, Inc. in exchange for Defendants' consent to the terms of this Order.

On March 13, 2018, this Court lifted the bankruptcy stay that applied to Defendants Slanina, Advantago, Inc., and Opus Distribution, Inc. (Docket Entry 206). Accordingly, all stays previously imposed have been lifted and this Court has jurisdiction over all Defendants in this action.

II. Order

With the consent of the parties, the court ORDERS as follows:

1. The security previously posted by Plaintiffs in the amount of Five Thousand Dollars (Docket Entry 18) shall be refunded by the Clerk to Plaintiffs.
2. This Order will act as *res judicata* bar as to any claims or counterclaim that have been or could have been brought in either this action or any arbitration between the parties including, but not limited to, any claims for overpayment of or failure to pay commissions.
3. Nothing in this Order is intended to affect any orders or judgments entered by the United States Bankruptcy Court for the Southern District of Florida.

4. Nothing in this Order is intended to affect the right of any party as to any position taken with respect to the sentencing phase of *United States v. Slanina*, 6:17-cr-00824-HMH. Provided, however, that nothing in this Order constitutes an admission by Slanina or any other Defendant as to any criminal liability.
5. Defendants are enjoined from:
 - a. Using or disclosing the plaintiffs' trade secrets and property, including any data or information obtained from the plaintiffs or the successor from which the plaintiffs purchased the property, data, and information;
 - b. Developing, marketing, selling, or exercising any ownership or dominion over products or services in the food waste disposal industry in violation of their Covenants Agreements;
 - c. Operating or using <enviropuresystems.co.uk> or including any reference to EnviroPure or any of its products on <advantagreen.com> or in any other communication for purposes of dealing in products sold by Enviropure or in competition with any product sold by EnviroPure;
 - d. Conducting any business with, assisting, consulting with, or communicating about the food disposal industry with Karen or Daniel Wordsworth, X-Met, Bond of London, or OMPECO or any employees, agents, or affiliates thereof **prior to November 18, 2018**;
 - e. Entering into any employment relationship with any person or entity **prior to November 18, 2018** for the purpose of developing, manufacturing, or selling any food disposal systems or related products. This prohibition is both by consent and based on this Court's finding of actual

misappropriations and disclosures and the continued threat of the same and not based merely on the knowledge Defendants hold. 18 U.S.C. § 1836(b)(3)(A)(i)(I). Each Defendant is a “natural person who is a citizen or permanent resident alien of the United States, or an organization organized under the laws of the United States or a State or political subdivision thereof,” and “an act in furtherance of the offense was committed in the United States.” *Id.* § 1837. Accordingly, each restriction imposed in this Order applies both within and outside of the territory of the United States.

6. Except as otherwise provided in the Agreement the parties reached in Defendant Slanina’s Bankruptcy proceedings, each party is responsible for their own attorney’s fees and costs of this action. No additional monetary relief is awarded under this Order. Nothing in this Agreement, however, waives Plaintiffs’ rights to any amounts agreed to be paid in the bankruptcy matter or to any restitution or similar relief should the Court order such in *United States v. Slanina*.
7. The Court retains jurisdiction to enforce the terms of this Order.
8. Each party waives any right of appeal as to this Order.
9. The Motions for Contempt (Docket Entries 147 and 164) are denied as moot by consent of the parties.

IT IS SO ORDERED.

s/Mary Geiger Lewis

Mary Geiger Lewis
United States District Judge

We Consent:

For the Plaintiffs:

s/ Brian P. Murphy
Brian P. Murphy
Stephenson & Murphy, LLC

**For Defendants Slanina, Advantago,
Inc. d/b/a Advantagreen, and Opus
Distribution, Inc.:**

s/ David E. Rothstein
David E. Rothstein
Rothstein Law Firm, PA

For Defendant Basinger:

s/ Hannah Rogers Metcalfe
Hannah Rogers Metcalfe
Metcalfe & Atkinson, LLC